# IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS (FORT WORTH DIVISION)

NEXTGEAR CAPITAL, INC. AND **AUTOMOTIVE FINANCE** CORPORATION,

Plaintiffs.

v.

DRUIEN, INC. D/B/A LAWTON AUTO AUCTION A/K/A LAWTON CACHE AUTO AUCTION, LISA DRUIEN, MICHAEL VERNON GARRISON D/B/A ROCK HILL USED CARS, AND AUSTIN MICHAEL GARRISON A/K/A MIKE GARRISON D/B/A AUSTIN FINANCIAL SERVICES,

Defendants.

Civil Action No. 4:20-CV-959-BJ

#### NOTICE OF SUBPOENA COMMANDING THE PRODUCTION OF DOCUMENTS

NextGear Capital, Inc. and Automotive Finance Corporation, plaintiffs in the above-styled civil federal action, hereby give notice pursuant to FED. R. CIV. P. 45(a)(4) to all parties that it intends to serve the attached subpoena commanding the production of documents upon Enviro Clean Services, LLC.

# Respectfully submitted,

PADFIELD & STOUT, L.L.P. 420 Throckmorton Street, Suite 1210 Fort Worth, Texas 76102 817-338-1616 phone 817-338-1610 fax

/s/ Christopher V. Arisco

Alan B. Padfield State Bar I.D. # 00784712 abp@padfieldstout.com Christopher V. Arisco State Bar I.D. #24064830 carisco@padfieldstout.com

Attorneys for NextGear Capital, Inc. and Automotive Finance Corporation

# **CERTIFICATE OF SERVICE**

I hereby certify that on March 3, 2021, I served a copy of the foregoing Notice of Subpoena Commanding The Production of Documents to Druien, Inc. and Lisa Druien, by and through their counsel of record, Joseph M. Vacek and Richard Tallini, of Bailey & Galyen at 1300 Summit Avenue, Suite 650, Fort Worth, Texas 76102, via ECF and/or e-mail at jvacek@galyen and rtallini@galyen.com, and defendants Michael Vernon Garrison, *pro se*, at 549 I-30 E., Sulphur Springs, Texas 75482, and Austin Michael Garrison, *pro se*, at 4658 I-30 E., Sulphur Springs, Texas 75482.

/s/ Christopher V. Arisco

Alan B. Padfield State Bar I.D. # 00784712 abp@padfieldstout.com Christopher V. Arisco State Bar I.D. #24064830 carisco@padfieldstout.com

Attorneys for NextGear Capital, Inc. and Automotive Finance Corporation AO 88B (Rev. 02/14) Subpocna to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

# UNITED STATES DISTRICT COURT

for the

Northern District of Texas

Northern District of	Texas
NextGear Capital, Inc. and Automotive Finance Corp    Plaintiff	Civil Action No. 4:20-CV-959-BJ
SUBPOENA TO PRODUCE DOCUMENTS OR TO PERMIT INSPECTION OF PRI	EMISES IN A CIVIL ACTION
To: Enviro Clean Services, LLC by serving Cat Lard at 525 Cer 73105	• 11
(Name of person to whom the	is subpoena is directed)
Production: YOU ARE COMMANDED to produce at the documents, electronically stored information, or objects, and to permaterial: Documents related to the sale/transfer of the vehicles identicated to the vehicles identicate	ermit inspection, copying, testing, or sampling of the entified in the attached Exhibit "A" Duces Tecum, and business records affidavit along with any responsive
Place: Padfield & Stout, LLP, 420 Throckmorton Street, Suite 1210, Fort Worth, Texas 76102	Date and Time: 04/10/2021 12:00 pm
☐ Inspection of Premises: YOU ARE COMMANDED to pother property possessed or controlled by you at the time, date, and may inspect, measure, survey, photograph, test, or sample the property.	d location set forth below, so that the requesting party
Place:	Date and Time:
The following provisions of Fed. R. Civ. P. 45 are attache Rule 45(d), relating to your protection as a person subject to a sub respond to this subpoena and the potential consequences of not do	poena; and Rule 45(e) and (g), relating to your duty to
Date: 03/03/2021	
CLERK OF COURT	OR Chitaphy V. Oci
Signature of Clerk or Deputy Clerk	Attorney's signature
The name, address, e-mail address, and telephone number of the at Inc. and Automotive Finance Corporation  Christopher V. Arisco, 420 Throckmorton Street, Suite 1210, Fort	, who issues or requests this subpoena, are:

# Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. 4:20-CV-959-BJ

# PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

(date)	·		
☐ I served the su	abpoena by delivering a copy to the nat	med person as follows:	
110/06/06/06		on (date) ;	or
☐ I returned the	subpoena unexecuted because:		
		States, or one of its officers or agents, I e, and the mileage allowed by law, in the	
\$	•		
fees are \$	for travel and \$	for services, for a total of \$	0.00
I declare under pe	enalty of perjury that this information i	s true.	
e:		Server's signature	
		•	
		Printed name and title	
		Server's address	

Additional information regarding attempted service, etc.:

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action(Page 3)

#### Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

#### (c) Place of Compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or

regularly transacts business in person; or

(B) within the state where the person resides is employed or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

#### (2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

#### (d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

#### (2) Command to Produce Materials or Permit Inspection.

- (A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.
- (B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:
- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

#### (3) Quashing or Modifying a Subpoena.

- (A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:
  - (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

- (B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:
- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

#### (e) Duties in Responding to a Subpoena.

- (1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:
- (A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.
- (B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

#### (2) Claiming Privilege or Protection.

- (A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:
  - (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.
- (B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

#### (g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

# EXHIBIT "A" <u>Duces Tecum</u>

#### Documents and Records to be Produced:

## Document Requests Related to 2015 Ford F250, VIN # 1FT7W2BTXFEC10911

- 1. Produce all auction invoices, receipts, and statements related to the sale of the 2015 Ford F250, VIN # 1FT7W2BTXFEC10911, which is identified in the Exhibit "B" Lawton Auto Auction invoice dated January 22, 2020.
- 2. Produce all written contracts, agreements, and any exhibits or attachments thereto with Druien Inc. d/b/a Lawton Auto Auction related to the sale by Enviro Clean Services, LLC of the 2015 Ford F250, VIN # 1FT7W2BTXFEC10911.
- 3. Produce all written contracts, agreements, and any exhibits or attachments thereto with Michael Garrison d/b/a Rock Hill Used Cars related to the sale by Enviro Clean Services, LLC of the 2015 Ford F250, VIN # 1FT7W2BTXFEC10911.
- 4. Produce all written contracts, agreements, invoices, receipts, certificates of title or title applications and documents, or other related documents reflecting the sale or transfer of ownership of the 2015 Ford F250, VIN # 1FT7W2BTXFEC10911 to Rock Hill Used Cars as set forth in the attached Exhibit "C" Texas Certificate of Title.
- 5. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Enviro Clean Services, LLC and Michael Garrison d/b/a Rock Hill Used Cars related to the sale or transfer of the 2008 Ford F5D, 2015 Ford F250, VIN # 1FT7W2BTXFEC10911 from January 1, 2019, to present.
- 6. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Enviro Clean Services, LLC and Druien, Inc. d/b/a Lawton Auto Auction related to the sale or transfer of the 2015 Ford F250, VIN # 1FT7W2BTXFEC10911 from January 1, 2019, to present.
- 7. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Enviro Clean Services, LLC and Lisa Druien related to the sale or transfer of the 2015 Ford F250, VIN # 1FT7W2BTXFEC10911 from January 1, 2019, to present.
- 8. Produce all copies of checks (front and back) received by Enviro Clean Services, LLC that correspond to payment from the sale of the 2015 Ford F250, VIN # 1FT7W2BTXFEC10911 from January 1, 2019, to present.
- 9. Produce any monthly bank statements (redaction of confidential material permitted) identifying the receipt of money by Enviro Clean Services, LLC that correspond to payment from the sale of the 2015 Ford F250, VIN # 1FT7W2BTXFEC10911 from January 1, 2019, to present.

# Document Requests Related to 2015 Ford F350, VIN # 1FD8W3HT2FEA32814

- 10. Produce all auction invoices, receipts, and statements related to the sale of the 2015 Ford F350, VIN # 1FD8W3HT2FEA32814, which is identified in the Exhibit "D" Lawton Auto Auction invoice dated January 3, 2020.
- 11. Produce all written contracts, agreements, and any exhibits or attachments thereto with Druien Inc. d/b/a Lawton Auto Auction related to the sale by Enviro Clean Services, LLC of the 2015 Ford F350, VIN # 1FD8W3HT2FEA32814.
- 12. Produce all written contracts, agreements, and any exhibits or attachments thereto with Michael Garrison d/b/a Rock Hill Used Cars related to the sale by Enviro Clean Services, LLC of the 2015 Ford F350, VIN # 1FD8W3HT2FEA32814.
- 13. Produce all written contracts, agreements, invoices, receipts, certificates of title or title applications and documents, or other related documents reflecting the sale or transfer of ownership of the 2015 Ford F350, VIN # 1FD8W3HT2FEA32814 to Rock Hill Used Cars as set forth in the attached Exhibit "E" Oklahoma Certificate of Title.
- 14. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Enviro Clean Services, LLC and Michael Garrison d/b/a Rock Hill Used Cars related to the sale or transfer of the 2015 Ford F350, VIN # 1FD8W3HT2FEA32814 from January 1, 2019, to present.
- 15. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Enviro Clean Services, LLC and Druien, Inc. d/b/a Lawton Auto Auction related to the sale or transfer of the 2015 Ford F350, VIN # 1FD8W3HT2FEA32814 from January 1, 2019, to present.
- 16. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Enviro Clean Services, LLC and Lisa Druien related to the sale or transfer of the 2015 Ford F350, VIN # 1FD8W3HT2FEA32814 from January 1, 2019, to present.
- 17. Produce all copies of checks (front and back) received by Enviro Clean Services, LLC that correspond to payment from the sale of the 2015 Ford F350, VIN # 1FD8W3HT2FEA32814 from January 1, 2019, to present.
- 18. Produce any monthly bank statements (redaction of confidential material permitted) identifying the receipt of money by Enviro Clean Services, LLC that correspond to payment from the sale of the 2015 Ford F350, VIN # 1FD8W3HT2FEA32814 from January 1, 2019, to present.

## Document Requests Related to the 2015 Ford F250, VIN # 1FT7W2BTXFEA02463

- 19. Produce all auction invoices, receipts, and statements related to the sale of the 2015 Ford F250, VIN # 1FT7W2BTXFEA02463, which is identified in the Exhibit "F" Lawton Auto Auction invoice dated January 15, 2020.
- 20. Produce all written contracts, agreements, and any exhibits or attachments thereto with Druien Inc. d/b/a Lawton Auto Auction related to the sale by Enviro Clean Services, LLC of the 2015 Ford F250, VIN # 1FT7W2BTXFEA02463.
- 21. Produce all written contracts, agreements, and any exhibits or attachments thereto with Michael Garrison d/b/a Rock Hill Used Cars related to the sale by Enviro Clean Services, LLC of the 2015 Ford F250, VIN # 1FT7W2BTXFEA02463.
- 22. Produce all written contracts, agreements, invoices, receipts, certificates of title or title applications and documents, or other related documents reflecting the sale or transfer of ownership of the 2015 Ford F250, VIN # 1FT7W2BTXFEA02463 to Rock Hill Used Cars as set forth in the attached Exhibit "G" Oklahoma Certificate of Title.
- 23. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Enviro Clean Services, LLC and Michael Garrison d/b/a Rock Hill Used Cars related to the sale or transfer of the 2015 Ford F250, VIN # 1FT7W2BTXFEA02463 from January 1, 2019, to present.
- 24. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Enviro Clean Services, LLC and Druien, Inc. d/b/a Lawton Auto Auction related to the sale or transfer of the 2015 Ford F250, VIN # 1FT7W2BTXFEA02463 from January 1, 2019, to present.
- 25. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Enviro Clean Services, LLC and Lisa Druien related to the sale or transfer of the 2015 Ford F250, VIN # 1FT7W2BTXFEA02463 from January 1, 2019, to present.
- 26. Produce all copies of checks (front and back) received by Enviro Clean Services, LLC that correspond to payment from the sale of the 2015 Ford F250, VIN # 1FT7W2BTXFEA02463 from January 1, 2019, to present.
- 27. Produce any monthly bank statements (redaction of confidential material permitted) identifying the receipt of money by Enviro Clean Services, LLC that correspond to payment from the sale of the 2015 Ford F250, VIN # 1FT7W2BTXFEA02463 from January 1, 2019, to present.

# **EXHIBIT** "B"

Lawton Cache Auto Auction

INVOICE & BILL OF SALE

580-536-4645

Print Date: 1/23/2020 Print Time: 12:21 PM

1 Southwest 112th St. Lawton, OK 73505

ANNOUNCED CONDITIONS OR COMME		UNIT# 027			
BUYER(Purchaser):P-109420 376 Mike Garrison 903-951-8 Rock Hill Used Cars 549 Interstate 30 East Sulphur Springs, TX 75482	Selier A32814 A32814 ENVIROCLEAN Cat Lard Po Box 721090 Oklahoma City, OK 73172	SALE#; 39647 DATE: 1/22/20 STATUS: SLD DRIVE: Green LANE			
VEHICLE DESCRIPTION  SERIAL 1FT7W2BTXFEC10911 C109  ODOMETER STATUS  YEAR 2015 MAKE FORD  MODEL F250SD BODY CREW  COLOR White RADIO  LICENSE FUEL Diesel  TITLE TRANS AUTO	Federal law (and state law, if applicable mileage upon transfer of ownership. Fails a false statement may result in fines and/of I (Transferor's Iseller hand printed name)	(Of the vehicle herein described) now reads 123863 miles and to the			
SALE PRICE; 26	one of the following statements is checke	<b>d.</b>			
BUYER FEE: 47	70.00 reflects the amount of mileage in excess				
DRAFT FEE:		(2) I hereby certify that the odometer reading is NOT the actual mileage.  WARNING - ODOMETER DISCREPANCY.			
SALES TAX	Transferor's (Seller) signature)				
TOTAL DUE: 26,97	70.00				
PAID: 26,97	70.00 Transferce's (buyer) signature)				
BALANCE: \$	60.00 Transferce's (buyer) signature)				
PD BY:FI NEXTGEAR	Printed name of person(buyer) signing				

ALL SALES FINAL DAY OF SALE. It is understood and agreed, between the consignor, the purchaser and Lawton Cache Auto Auction is not responsible for fire, theft, or damage to the above described vehicle while on the premises before, during or after the sale. LAWTON CACHE AUTO AUCTION DOES NOT HAVE INSURANCE COVERING ANY VEHICLE. "This sale is solely a transaction between the buyer and the seller parties" ~ Subject to final handing and approving of the Auction. The buyer is expected to pay for any vehicle which he/she buys unless excused by the Auction. Please clear all items promptly after purchase. The Auction does not guarantee the mileage, year, model or factory warranty on any vehicle sold through this auction. Seller warrants that he/she has good negotiable title and that it is free and clear of all items and or encumbrances. Signatory parties agree that sale transaction is not complete until all drafts or checks have cleared and title is assigned to purchaser. Effective IMMEDIATELY, AS OF TODAY January 17, 2018, ALL SALES MUST be paid for the night of the Auction, with cash, check or a floor plan company. If NO payment is here at the time title arrives, a fee of \$25.00 will be added to your total daily.

# EXHIBIT "C"

	LE DENTIFICATION YUMBER YEAR MODEL 12BTXFEC10911 2015	HEAS DEPARTMENT OF MOTOR VEHICLE  127338275  MAKE OF VEHICLE  FORD  TITLE DOCUMENT NUMBER  PK  OATE TITLE ISSUED
A. M.		5771342458104429 04/08/2016
		X7166 ODOMETER REAL
JOE COO	PER FORD MIDW	5 / REMARKIO)
ENVIRO PO BOX	CLEAN SERVICES LLC 721090	ACTUAL MILEAGE
	À <sup>7</sup> CÍTÝ, OK 73172	
annola, Esp X		
	SIGNATURE OF OWNER OR AGENT MUST SE IN INK.  E. AUTHORIZED, BY LAW, IT, IS, A VIOLATION OF STATE LAW TO	D/ 506N
THE NAME OF AND INFORMATION ON A	E AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW YO THER PERSON ON A GENTIFICATE OF TITLE OR OTHERWISE GIVE CERTIFICATE OF TITLE.	FASE
DATE OF LIEN	IST LIENHOLDEN	IST LIEN RELEASED 8/1/18
4/15/201	ASSOCIATION	TE 800 A HOUNT
	RICHARSON, TX 75082	NUTHORIZED AGENT
DATE OF LIEN	ENO LIENHOLDER	Steve Moon, SVP Texas Capital Bank
		<b>b</b> y
		AUTHORIZED AGENT
DATE OF LIEN	SAD LIEMHOLDEN	
DATE OF LIEN	ORD LIEMIOLDER	GRO LIEN HE (EASED ) DATE:
л із Нейеру сенті	FIED THAT THE PERSON HEREIN NAMED IS THE OWNER	SRD LIEN HELEASED DATE:  BY  AUTHORIZED AGENT:
IT IS HEARBY CEANT OF THE VEHICLE DES	FIED THAT THE PERSON HEREIN NAMED IS THE OWNER SORIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS:	BY AJTHORIZED AGENT
IT IS HEREBY CENTI OF THE VEHICLE DES BELLO RESIDENCE OF S WE THE MADULE DES	FIED THAT THE PERSON HEREIN NAMED IS THE OWNER SIGNIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS:  U.B. V.) V.O. B.S. H.) F. A. G. B.E. E.M. E.M. T.	En Control of the Con
IT IS HEREBY CENTI OF THE VEHICLE DES RIGHTS OF S	FIED THAT THE PERSON HEREIN NAMED IS THE OWNER SORIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS:	SIGNATURE DATE  SIGNATURE DATE  SIGNATURE DATE  SIGNATURE DATE

<b>&gt;</b>	PEDERAL AND STATE LAW REQUIRES	THAT YOU STATE THE MILE	AGE IN CONNECTION	WITH THE TE	ANSFER O
ASSIGNMENT OF TITLE	The undersigned hereby certifies that the vehicle described by ROUND HOLD WHILE AND CONTROL OF THE PROPERTY OF	Street In the indicate of the	d berein, and has been transpried  O DOWN SPK  City  the vehicle unless one of the est of its machanical limits the actual mileage. WARNI  TESSICS. PA	to the following printed  State  State  Colowing statements  ODOMETER	risonment frame and address Sip Zip ents is checke
	Signature of Buyer/Age,		Printed Name (sa	ame as signature).	G000000000
	The undersigned hereby certifies that the vehicle described in t	his title is free and clear of all liens, except as note	d herein, and has been transferred	to the following printed	name and addres
HIST REASSIGNMEN DEALER ONLY	Name of Purchaser I certify to the best of my knowledge that the odo    DOOMETER READING (No Finite)	Street  meter reading is the actual mileage of it  1 The mileage stated is in exc  2. The odometer reading is not  Dealer's Name	ess of its mechanical limits		
2 2 2 1	Agent's Signature I am aware of the above odometer certification me	de by the seller/agent.	Printed Name (sa	ame as signature)	
	Signature of Buyer/Ager			nue va giduatrite)	
DEALER ONLY	The undersigned hereby certifies that the vehicle described in the Name of Purchaser I certify to the best of my knowledge that the odor DOOMETER READING (No Textra)  Dotte of Sala	/ Sireet	City ne vehicle unless one of the ses of its mechanical limits.	State a following stateme	Zip ints is checke
37	/ Agent's Signature I am aware of the above odometer certification me	de by the seller/agent.	Prioted Name (sa	me as signature)	
"	Signature of Buyer/Agen	t en	Printed Name (sa	me as signature)	
	The undersigned heraby certifies that the vehicle described in the	is title Is free and clear of all liens, except as noted			iame and addres
DEALER ONLY	Name of Purchaser I certify to the best of my knowledge that the odor  OOOMETER READING (No Torchs)  Data of Sale	Street neter reading is the actual mileage of th  1. The mileage stated is in exce  2. The odometer reading is not the	ess of its mechanical limits.	IG - ODOMETER D	
剧		Dealer's Name		INO.	E STA
	Agent's Signature I am aware of the above odometer certification ma	do by the seller/agent.	Printed Name (sa	me as signature)	

# EXHIBIT "D"

Lawton Cache Auto Auction

1 Southwest 112th St.



INVOICE & BILL OF SALE

580-536-4645

Print Date: 1/06/2020 Print Time: 2:52 PM

Lawton, OK 73505 ANNOUNCED CONDITIONS OR COMMENTS: UNIT# 010 BUYER(Purchaser) :P-109420 376 Seller A32814 SALE#: 39208 Mike Garrison 903-440-5557 A32814 ENVIROCLEAN DATE: 1/03/20 Rock Hill Used Cars Cat Lard STATUS: SLD 549 Interstate 30 East Po Box 721090 DRIVE: Green Sulphur Springs, TX 75482 Oklahoma City, OK 73172 LANE VEHICLE DESCRIPTION ODOMETER DISCLOSURE STATEMENT SERIAL 1FD8W3HT2FEA32814 A32814 Federal law (and state law, if applicable) requires that you state the **ODOMETER STATUS** mileage upon transfer of ownership. Failure to complete or providing YEAR 2015 MAKE FORD a false statement may result in fines and/or imprisonment. MODEL F350 BODY 4DR state that the odometer COLOR White RADIO (Transferor's /seller hand printed name) LICENSE FUEL Diesel (Of the vehicle herein described) now reads 112637 miles and to the TITLE TRANS AUTO best of my knowledge, it reflects the actual mileage of the vehicle, unless one of the following statements is checked. SALE PRICE: 34,500 (1) I hereby certify that to the best of my knowledge the odometer reading BUYER FEE: 570.00 reflects the amount of mileage in excess of its mechanical limits. (2) I hereby certify that the odometer reading is NOT the actual mileago. DRAFT FEE: WARNING - ODOMETER DISCREPANCY. SALES TAX Transferor's (Seller) signature) \_ TOTAL DUE: 35,070.00 Transferee's (buyer) signature) 35,070.00 PAID: BALANCE: \$0.00 Transferee's (buyer) signature) PD BY:FI Printed name of person(buyer) signing \_

ALL SALES FINAL DAY OF SALE. It is understood and agreed, between the consignor, the purchaser and Lawton Cache Auto Auction is not responsible for fire, theft, or damage to the above described vehicle while on the premises before, during or after the sale. LAWTON CACHE AUTO AUCTION DOES NOT HAVE INSURANCE COVERING ANY VEHICLE. "This sale is solely a transaction between the buyer and the seller parties" ~ Subject to final handing and approving of the Auction. The buyer is expected to pay for any vehicle which he/she buys unless excused by the Auction. Please clear all items promptly after purchase. The Auction does not guarantee the mileage, year, model or factory warranty on any vehicle sold through this auction. Seller warrants that he/she has good negotiable title and that it is free and clear of all items and or encumbrances. Signatory parties agree that sale transaction is not complete until all drafts or checks have cleared and title is assigned to purchaser. Effective IMMEDIATELY, AS OF TODAY January 17, 2018, ALL SALES MUST be paid for the night of the Auction, with cash, check or a floor plan company. If NO payment is here at the time title arrives, a fee of \$25.00 will be added to your total daily.



# STATE OF OKLAHOMA MAKE FORD VETEBBIOGRAFIE PERSONALISMEN YEAR 2015 TITLE NO. 810004658680 BODY TYPE CH DATE 1st SOLD DATE ISSUED F3D 08-Oct-2014 23-Jan-2018 AGENT NO. 8088M ODOMETER TYPE OF TITLE 79806 Transfer Actual DATE INS. NAME AND ADDRESS OF VEHICLE OWNER LOSS OR SALVAGE **ENVIROCLEAN SERVICES LLC** PO BOX 721090 OKLAHOMA CITY OK 73172-1090 THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEN(S) FORD MOTOR CREDIT COMPANY OCK HILL USED CARS It is hereby certified that according to the records of the Oklahoma Tas Commission, the person named hereon is the owner of the vehicle de above which is subject to a lien(s) as shown; however, the vehicle may be subject to other liens or segurity interests. CONTROL NO. 45232706 (This is not a title number.) ASSIGNMENT OF TITLE BY REGISTERED OWNER (If Dealer, List License # Here: I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate. IF REGISTERED OWNER (SELLER) IS A LICENSED DEALER. Purchaser(s) Name (Type or Print): PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE Purchaser(s) Complete Address: Actual Purchase Price of Vehicle: I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's adometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked: 1. The odometer has exceeded its mechanical limits, 2. The odometer roading is NOT the actual mileago. Warning — Odometer Discrepancy (NO TENTHS) Printed Name of Seller(s) Signature of Seller(s):\_ Subscribed and Sworn to B Notary Public: W Commission Expiration:

Printed Name of Buyer(s):

Notarization required only of seller's signature(s). Aftix notary seal/stamp to the right.

Signature of Buyer(s):

#### Ownership Transfer Information

Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing talks information may result in lines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

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# FORD CREDIT

P.O. Box 152271 Irving, TX 75015-2271 1-800-727-7000

12/2/2019

ENVIROCLEAN SERVICES LLC PO BOX 721090 OKLAHOMA CITY

Fax to: N/A

LIEN RELEASE

Account No: 55649088

ENVIROCLEAN SERVICES LLC Vehicle Owner:

PO BOX 721090

OKLAHOMA CITY

OK 73172

	Vehicle Information	
Make: FORD	Model: F350	
Year: 2015	ID No: 1FD8\	N3HT2FEA32814

We regret we were unable to locate the original Oklahoma Lien Entry Form. Please use this document to release the lien.

This is to certify that Ford Motor Credit Company's security interest in the above-described vehicle has been satisfied by payment on 11/29/19.

Ford Motor Credit Company

**B**unt Services Representative

Sworn to and subscribed before me this

Notary Public

My Commission Expires:

OF

# EXHIBIT "F"

Lawron Cache Auto Auction

INVOICE & BILL OF SALE

580-536-4645

Print Date: 1/15/2020 Print Time: 1:28 PM

1 Southwest 112th St. Lawton, OK 73505

ANNOUNCED CONDITIONS OR COMMENTS: UNIT# 162 BUYER(Purchaser):P-109420 376 Seller A32814 SALE#: 39466 903-440-5557 Mike Garrison A32814 ENVIROCLEAN DATE: 1/15/20 STATUS: SLD. Rock Hill Used Cars Cat Lard DRIVE: Green 549 Interstate 30 East Po Box 721090 Oklahoma City, OK 73172 Sulphur Springs, TX 75482 LANE ODOMETER DISCLOSURE STATEMENT VEHICLE DESCRIPTION SERIAL 1FT7W2BTXFEA02463 A02463 Federal law (and state law, if applicable) requires **ODOMETER STATUS** mileage upon transfer of ownership. Pailure to complete or providing YEAR 2015 MAKE FORD a false statement may result in fines and/or imprisonment. MODEL F250SD BODY CREW C state that the odometer COLOR White RADIO (Transferor's /seller hand printed name) LICENSE FUEL Diesel (Of the vehicle herein described) now reads 147864 miles and t TRANS AUTO TITLE best of my knowledge, it reflects the actual mileage of the vehicle, un one of the following statements is checked. SALE PRICE: 28,000 (1) I hereby certify that to the best of my knowledge the odometer reading BUYER FEE: 490.00 reflects the amount of mileage in excess of its mechanical limits. (2) I hereby certify that the odometer reading is NOT the actual mileage. DRAFT FEE: WARNING - ODOMETER DISCREPANCY. SALES TAX Transferor's (Seller) signature) TOTAL DUE: 28,490.00 Transferee's (buyer) signature) PAID: 28,490.00 BALANCE: \$0.00 Transferce's (buyer) signature) PD BY:FI Printed name of person(buyer) signing **AFC** 

ALL SALES FINAL DAY OF SALE. It is understood and agreed, between the consignor, the purchaser and Lawton Cache Auto Auction is not responsible for fire, theft, or damage to the above described vehicle while on the premises before, during or after the sale. LAWTON CACHE AUTO AUCTION DOES NOT HAVE INSURANCE COVERING ANY VEHICLE. "This sale is solely a transaction between the buyer and the seller parties" — Subject to final handing and approving of the Auction. The buyer is expected to pay for any vehicle which he/she buys unless excused by the Auction. Please clear all items promptly after purchase. The Auction does not guarantee the mileage, year, model or factory warranty on any vehicle sold through this auction. Seller warrants that he/she has good negotiable title and that it is free and clear of all items and or encumbrances. Signatory parties agree that sale transaction is not complete until all drafts or checks have cleared and title is assigned to purchaser. Effective IMMEDIATELY, AS OF TODAY January 17, 2018, ALL SALES MUST be paid for the night of the Auction, with cash, check or a floor plan company. If NO payment is here at the time title arrives, a fee of \$25.00 will be added to your total daily.

443058 - 1US

#### STATE OF OKLAHOMA MAKÉ VEHICLE IDENTIFICATION NUMBER YEAR TITLE NO 1FT7W2BTXFEA02463 2015 FORD 810007970079 BODY TYPE MODEL DATE 1st SOLD DATE ISSUED CW F2S 01-Jul-2014 09-Jan-2020 AGENT NO COLOR ODOMETER TYPE OF TITLE APPLICATION DATE M8808 White 88828 08-Jan-2020 Duplicate DATE INS. Actual NAME AND ADDRESS OF VEHICLE OWNER LOSS OR SALVAGE **ENVIROCLEAN SERVICES LLC** PO BOX 721090 OKLAHOMA CITY OK 73172-1090 THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEN(S) It is lurely certified that according to the records of the Oklahoma Tax Commission, the person named bereon is the owner of the within above which is subject to a llen(s) as shown; however, the vehicle may be subject to other lieus or security interests. CONTROL NO. 48111363 (This is not a title number) ASSIGNMENT OF TITLE BY REGISTERED OWNER (II Dealer, List License # Here: IF REGISTERED If we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the fions or encumbrances, if any, proporty rigled on this certificate. OWNER GEO FILLS A LICENSED DEALER Purchaser(s) Name (Type or PLACE OKLAHOMA MOTOR VEHICLE TAX Purchaser(s) Complete Address: STAMP HERE Actual Purchase Price of Vehicle: I carrify to the best of my knowledge that the ODOMETER FIEADING reflected on the vehicle's adometer and listed below is the ACTUAL. MILEAGE of the vehicle UNLESS one of the accompanying statements is checked: 1. The cometer has exceeded its mechanical limits 2. The odometer reading is NOT the actual mileage. Warning Signature of Se Name of Seller(s):\_\_\_\_\_ Subscribed lon Expiration Notary Publi alguature(s). Affix notary scallstamp to the right. Signature of Buyer(s): Printed Name of Buyer(s):

# Ownership Transfer Information

Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle untess otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

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State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

AL	L SELLERS SIGNATURES ON THIS DOCUMENT MUST BE SWORN TO BEFORE A NO	TARY PUBLIC.
	REASSIGNMENT OF TITLE BY LICENSED DEALER NUMBER:	
PLACE OKLAHOMA	I/we hereby assign and warrant ownership of the vehicle described on this certificate to to encumbrances, if any, properly noted on this certificate.	he following, subject only to the lier
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STAMP HERE	Purchaser(s) Complete Address:	
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	1. The odometer has exceeded its mechanical limit 2. The odometer reading is NOT the actual mileage  Printed Name of Seller(s):	
ignature of Seller(s);	Printed Name of Seller(s):	
	o Before me this Day of 20	Affix
otary Public:	Commission Expiration:	Notary Seal / Slamp Here
Notarizatlon i	equired only of seller's signature(s). Affix notary seal/stamp to the right.	nerg
ignature of Buyer(s):	Printed Name of Buyer(s):	
PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE	or encumbrances, if any, properly noted on this certificate.  Purchaser(s) Name (Type or Print):  Purchaser(s) Complete Address:	
	Actual Purchase Price of Vehicle, Excluding Credit for Any Trade-in:	
certify to the best of my	with the vehicle's odometer and listed by the accompanying statements is checked:	elow is the ACTUAL MILEAGE of
ne venicie dividess die	1. The odometer has exceeded its mechanical limit	
	(NO TENTHS) 2. The odometer reading is NOT the actual militrage	. Warning — Odometer Discrepa
ignature of Seller(s):	Printed Name of Saller(s):	
ubscribed and Sworn t	Printed Name of Seller(s):  Day of	
lotary Public:	Commission Expiration:	Allix Notary Seal / Stamp
	TO THE PROPERTY OF THE PROPERT	Here
	equired only of seller's signature(s). Affix notary seal/stamp to the right.  Printed Name of Buyer(s):	Line of the second seco
Signature of Buyer(s):	Frince-rane of buyona).	
		(m.)57
	LIENHOLDER INFORMATION	
	nbrance against this vehicle is to be described below. Any active lien reflected on the face normal title issued unless a proper release of lien has been executed.	of this certificate will carry forward
Jany subsequent Oklai .IENHOLDER NAME: _		OF LIEN:
	SS / CITY / STATE / ZIP:	
PERTURBER MODIFIC	VIVII) I SINTE LEIT.	

# IN THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

AUTOMOTIVE FINANCE	
CORPORATION,	)
Plaintiffs,	) )
V.	) Adv. Pro. No. 18-03393
DRUIEN, INC. D/B/A LAWSTON AUTO AUCTION, LISA DRUIEN, MICHAEL GARRISON D/B/A ROCK HILL USED CARS, AND AUSTIN GARRISON D/B/A AUSTIN FINANCIAL SERVICES,	) ) ) )
Defendants.	)
Business R	RECORDS AFFIDAVIT
STATE OF *	§ §
COUNTY OF *	\$ §
,	official, on this day personally appeared
*, known to me t	to be a credible person and whom, after having been by
me first duly sworn, under oath deposed and	_
1. My name is *	I am over eighteen years old, I
understand the nature of this oath, and I am ot	therwise competent to testify as to the matters stated in
his Affidavit. My title at Enviro Clean S	Services, LLC is *, and I am
authorized by Enviro Clean Services, LLC to	o testify herein. This testimony is based on my own
personal knowledge and the facts stated herein	n are true and correct. I have also personally reviewed
each of the documents attached hereto.	

2. I am a custodian of t	he records of	Enviro	Clean Servi	ices, LL	C conce	erning bu	usiness
dealings with Garrison d/b/a Rock I	Hill Used Car	s and/or	Druien, Inc	c. d/b/a	Lawton	Auto A	uction.
Attached hereto are * page	s of records.	These	said pages	of recor	ds are l	cept by	Enviro
Clean Services, LLC in the regular c	ourse of busin	ness, and	l it was the	regular o	course o	f Enviro	Clean
Services, LLC's business for an er	nployee or r	epresent	ative with	knowle	dge of	the act,	event,
condition, opinion, or diagnosis, rec	orded to mak	e the re	cord or to t	ransmit	informa	tion the	reof to
be included in such record; and the re	cord was mad	le at or n	ear the time	or reaso	onably s	oon ther	eafter.
The records attached hereto are the c	original or exa	ct dupli	cates of the	original			
Further affiant sayeth not.							
Executed this the * day	of*	_, 2021.					
	*						
						<del></del>	
SUBSCRIBED AND	SWORN	TO	before	me	by	the	said
*	, the *			_ of E	nviro C	lean Sei	rvices,
LLC, on this the * day of *			, 2021	, to cert	ify whic	ch witne	ss my
hand and seal of office.							
		ary Publi	ic In and Fo	r Said		_	